

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant STRATEGY XXI GROUP, LLC 515 Madison Avenue New York, NY 10022		2. Registration No. 6058						
3. Name of Foreign Principal Deutsche Bahn AG DB US Holding Corporation	4. Principal Address of Foreign Principal DB US Holding Corporation 120 White Plains Road Tarrytown, NY 10591							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals N/A								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals N/A								
c) Principal aim N/A								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Deutsche Bahn AG is the German national railway company.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Deutsche Bahn AG is the German national railway company and is wholly-owned by the German government.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
December 23, 2011	Andrew D Frank, Managing Partner, Strategy XXI Group	/s/ Andrew D Frank
		eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
STRATEGY XXI GROUP, LLC
515 Madison Avenue
New York, NY 10022

2. Registration No.

6058

3. Name of Foreign Principal

Deutsche Bahn AG

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Outreach to members of Congress and staff related to legislation that may affect the principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Facilitate meetings and conversations with members of Congress and staff related to legislation that may affect principal.
This relates to HR 1193 and S634.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 23, 2011	Andrew D Frank, Managing Partner, Strategy XXI	/s/ Andrew D Frank eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



New York, 13 December 2011

Mr. Christoph Bohl
President & CEO
DB US Holding Corp.
120 White Plains Road
Tarrytown, NY 10591

Dear Mr. Bohl:

The following, when signed by you, will constitute an Agreement by and between Strategy XXI Group, LLC. (hereinafter 'SXXI') and Deutsche Bahn Group - DB US Holding Corp. (DBH).

I. Term of Engagement

The term of this contract shall be for 3 months, beginning on 13 December 2011. After ten weeks, client and agency will review work to date and decide how to move forward.

II. Scope of Work

SXXI will develop a Communications Plan related to Holocaust asset issues in accordance with the Proposal to Deutsche Bahn Group - DB US Holding Corp dated 9 December 2011. (Attached at Annex I) (the "Services"). SXXI warrants that its work and materials provided will conform to the specifications in Annex 1, and they will be performed in a professional manner consistent with the highest standards in the industry. SXXI warrants that it will perform the Services in compliance with all federal, state and local laws and regulations, including without limitation any registration requirements.

III. Compensation and Billing

1. **Fees:** It is agreed that the fee of SXXI shall be US\$ 15,000 per month, with the first payment of US\$ 15,000 due within 5 business days after the signing of this agreement, and the next two payments of US\$ 15,000 each due on January, 13 and February, 13, 2012.
2. **Direct Expenses:** Direct Expenses, in the terms of this Agreement, include any filing fees associated with lobbying activities, reasonable and customary business expenses (e.g., telephone, fax, postage, local transportation in New York, travel to

Strategy XXI Partner:
515 Madison Avenue, 13th Floor
New York, NY 10022

Tel +1 212 935 0210
Fax +1 212 428 6117

www.strategy-xxi.com





Washington, D. C., and messenger service), as required, plus any necessary payments to third parties.

Reasonable and customary business expenses, as defined above, will be billed at cost plus 5% at the end of each month as actually incurred (if expenses are to exceed \$500 in any one month, these need to be approved in advance); and DBH agrees to reimburse SXXI for such expenses.

3. Other expenses: Commitments and payments to third parties for products and services, beyond reasonable and customary business expense, will not be undertaken without prior, written approval of DBH. These include but are not limited to travel, events, or any other third-party produced activities and services.

All invoices will be paid by DBH within fifteen (15) days of receipt, with the first payment due upon signing this Agreement. Payments shall be made either by check sent by courier to SXXI at: 515 Madison Avenue, 13th Floor, New York, NY 10022, USA; or via wire transfer to SXXI's New York bank:

Citibank N.A.
399 Park Avenue
New York, NY 10022
For Benefit of Strategy XXI Group
ABA Routing: [REDACTED]
Account: [REDACTED]
Swift: [REDACTED]

IV. Indemnifications

DBH agrees to indemnify SXXI and its officers, directors, employees, and agents against any and all claims that (i) arise from or in connection with materials that were prepared or provided by DBH or any of its employees, agents, or independent contractors, or (ii) arise from or in connection with the negligence or willful misconduct of DBH, provided, however, that the foregoing shall not apply to claims arising from the negligence or misconduct of SXXI or any of its employees, agents, or independent contractors, for which SXXI shall indemnify DBH and its officers, directors, employees, and agents.

V. Ownership of Materials

All materials produced at DBH's expense by SXXI shall be the property of DBH upon receipt by SXXI of payment in full for the cost of all materials and other direct expenses plus all fees due.

Strategy XXI Partners
515 Madison Avenue, 13th Floor
New York, NY 10022

Tel: +1 212 935 0210
Fax: +1 212 428 6817

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A handwritten signature in dark ink, appearing to be a stylized name or set of initials.



VI. Confidentiality

- (a) SXXI agrees to treat as confidential and not to divulge, make copies or use otherwise than as authorized by DBH either during or after the term of this Agreement any trade secrets, data, information, matter or thing of a proprietary, confidential, private or secret nature, connected with or related to the Services or the affairs of DBH or of any of its affiliated companies (which trade secrets, information, matters and things are hereinafter collectively referred to as the "Confidential Information") until such time as the Confidential Information otherwise becomes public knowledge without the actions of SXXI or unless SXXI had knowledge of such information prior to the date hereof.
- (b) Unless otherwise agreed, SXXI acknowledges and agrees that all tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed by DBH and shall be considered to be Confidential Information, which contains valuable business information and trade secrets of DBH relating to its business practices and critical to its competitive position in the marketplace. SXXI warrants that it will only use the Confidential Information in accordance with the terms of this Agreement and any other applicable agreement or license. SXXI warrants that it will not reverse engineer, reverse compile, disassemble or decompile any Confidential Information or software provided by or developed for DBH other than as may be expressly permitted by written consent of DBH. SXXI should consider any information provided by DBH or developed by SXXI for DBH as subject to this Section.
- (c) The parties hereto agree that all records and other data and information contained in or in the form of documents and in the possession of the SXXI for the purpose of carrying out the Services are and will remain the property of DBH. The SXXI will, on the termination of this Agreement, deliver to DBH all things which are the property of DBH and which contain Confidential Information.
- (d) SXXI represents and warrants that performance of the Services will not (i) result in a conflict of interest due to SXXI's current activities on behalf of any other clients or (ii) constitute a breach of any other agreement to which SXXI is a party.
- (e) SXXI agrees to insure that any SXXI employee, agent or subcontractor permitted access to any portion of the Confidential Information in the course of his or her employment is advised of the proprietary nature of the Confidential

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Information and that any such person shall be required by SXXI to abide by the terms of this Agreement.

- (f) SXXI agrees to notify DBH promptly in writing of any circumstances of which SXXI has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

If the foregoing is a fair representation of our Agreement, please confirm the same by countersigning a copy of this letter and returning it to us.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to be "A. Frank", written over a horizontal line.

Andrew Frank
Managing Partner
Strategy XXI Partners, Ltd.

Agreed: By:

A handwritten signature in black ink, appearing to be "C. Bohl", written over a horizontal line.

Christoph Bohl
President & CEO
Deutsche Bahn Group – DB US Holding Corp.

A handwritten signature in black ink, appearing to be "H. Mouchly-Weiss", written over a horizontal line.

Harriet Mouchly-Weiss
Managing Partner
Strategy XXI Partners, Ltd.

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